

# *Collective Bargaining Agreement*

2018-2021

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Between The  
District School Board of Madison  
County, Florida

And The

Madison County Education Association  
AFT Local #4375, FEA, NEA, AFL-CIO  
Madison, Florida



We've Got You Covered

INSTRUCTIONAL

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I-RECOGNITION .....	1
ARTICLEII-DEFINITIONS.....	1
ARTICLE III-NEGOTIATIONS PROCEDURES.....	2
ARTICLE IV – IMPASSE PROCEDURE .....	3
ARTICLE V – GRIEVANCE PROCEDURE.....	3
ARTICLE VI – ASSOCIATION RIGHTS.....	5
ARTICLE VII – UNIT MEMBER RIGHTS.....	8
ARTICLE VIII – WORKING CONDITIONS.....	10
ARTICLE IX – WORK YEAR .....	14
ARTICLE X – LEAVES.....	14
ARTICLE XI – EMPLOYEE AUTHORITY AND PROTECTION.....	17
ARTICLE XII – REDUCTION IN PERSONNEL.....	19
ARTICLE XIII – TRANSFERS, PROMOTIONS AND VACANCIES .....	20
ARTICLE XIV – EMPLOYEE ASSIGNMENTS .....	22
ARTICLE XV – ASSESSMENT.....	22
ARTICLE XVI – MANAGEMENT RIGHTS.....	23
ARTICLE XVII – COMPENSATION .....	23
ARTICLE XVIII – INSURANCE.....	24
ARTICLE XIX – TERMINAL PAY .....	25
ARTICLE XX – SICK LEAVE BANK.....	26
ARTICLE XXI – MISCELLANEOUS.....	27
ARTICLE XXII – TERM OF AGREEMENT .....	28
ARTICLE XXIII – RATIFICATION .....	28
APPENDIX A-1 – INSTRUCTIONAL SALARY SCHEDULE.....	29
APPENDIX A-2 – SUPPLEMENTAL SALARY SCHEDULE .....	30
APPENDIX A-3 SUBSTITUTE TEACHER SALARY .....	34
APPENDIX A-4 ANNUAL CONTRACT FOR EMPLOYMENT	
SUPPLEMENTAL POSITION .....	35
APPENDIX B – GRIEVANCE FORM.....	36
APPENDIX C – INSTRUCTIONAL ASSESSMENT FORM.....	37
APPENDIX D-1 – SICK LEAVE BANK APPLICATION .....	38
APPENDIX D-2 – APPLICATION TO WITHDRAW DAYS FROM	
SICK LEAVE BANK.....	39
INDEX.....	41

## **PREAMBLE**

This Agreement made and entered into this 4<sup>th</sup> day of December 2018, by and between the District School Board of Madison County, Florida, hereinafter referred to as the "BOARD" and the Madison County Education Association, hereinafter referred to as the "ASSOCIATION", representing the instructional (certificated) employees per PERC certification number 99 issued July 3, 1975.

## **ARTICLE I – RECOGNITION**

- (A) Subject to State or Federal Legislation  
This Agreement, or any supplement thereto, is subject to any valid applicable Federal Legislation, Executive Orders or State Legislation.
- (B) Recognition of the ASSOCIATION  
Pursuant to its obligations under Chapter 447, Florida Statutes, the BOARD recognizes the ASSOCIATION as the exclusive bargaining agency with respect to wages, hours, terms and conditions of employment for persons employed in categories listed in P.E.R.C. Case No. 8H-RA-754-1081.
- (C) Recognition of the BOARD  
The ASSOCIATION recognizes that the management of the schools of Madison County is the responsibility of the BOARD. The ASSOCIATION therefore recognizes that right of the BOARD to appoint an exclusive agent or agents to conduct all matters directly related to contract negotiations, i.e., matters of substance, during contract negotiations. It is agreed that nothing herein shall be considered to limit or deprive the ASSOCIATION of its rights or use of the grievance procedure on any matter pertaining to wages, hours and terms and other conditions of employment.

## **ARTICLE II – DEFINITIONS**

The terms defined herein shall have the following meanings whenever and wherever used in this Agreement:

- 1) Bargaining Agent – Shall mean the Madison County Education Association;
- 2) Grievance – Shall mean all allegations by a grievant that a specific Article or Section of this Agreement has been violated;
- 3) Grievant – Shall mean any member of the bargaining unit who initiates a grievance;
- 4) Employer – Shall mean the District School Board of Madison County, Florida, or its agents;
- 5) Days – Shall refer to county office working days, exclusive of holidays or weekends unless otherwise mentioned;
- 6) End of the School year – Shall be at 4:00 p.m. on the final day of the contractual period for members of the bargaining units;

- 7) Unit Member – Shall mean any person employed by the BOARD in any category listed in the definition of “Bargaining Unit”;
- 8) First Consideration – Shall mean that the Administration shall accept the application from unit members for advertised vacancies and shall process those applications and respond with a definite affirmative or negative answer prior to processing applications from outside the bargaining unit;
- 9) Transfer – Shall mean the removal of a unit member from one school/work center and relocation in another;
- 10) Reassignment – Shall mean to move a unit member from one assignment to another within the same work site;
- 11) Vacancies – Any unoccupied bargaining unit position authorized by the School Board;
- 12) Full-Time Employment – A unit member shall be considered as a full-time employee if hired in a regularly established permanent position during the fiscal year;
- 13) Regular Part-Time – A unit member hired prior to July 1, 2003 shall be considered as a regular part-time employee if hired for less than fifteen (15) hours per week. Unit members hired after June 30, 2003 shall be considered as a regular part-time employee if hired for less than twenty (20) hours per week.
- 14) Qualified – Shall mean certified.

### **ARTICLE III – NEGOTIATIONS PROCEDURES**

(A) Reopening Negotiations

This Agreement shall be reopened for negotiations prior to February 15<sup>th</sup> of each year during the life of this Agreement. Both parties agree to reopen negotiations on the following items:

1. Salary and fringe benefits;
2. any items mutually agreed upon;
3. any items necessitated by a change in/of law.

The meetings will be selected so that the ASSOCIATION Negotiation team members will not be required to suffer any loss of pay.

(B) Ratification of Agreement

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the BOARD and by a majority of the votes cast by the membership of the bargaining unit.

(C) Contract Maintenance

The BOARD negotiator or his designee will meet with one (1) or more representatives from the ASSOCIATION to discuss problems that may arise from the administration of this Agreement. Meetings will be held at a time convenient for both parties.

## **ARTICLE IV – IMPASSE PROCEDURE**

Resolution of Impasse will be handled as defined in Section 447.403, Florida Statutes, and by P.E.R.C. RULES given under Section 38D-19.05, Florida Administrative Code, unless otherwise agreed to by the parties.

## **ARTICLE V – GRIEVANCE PROCEDURE**

- (A) Purpose  
The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the grievances, which may arise under the terms and conditions of this Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (B) Time Limits  
A grievance shall be processed rapidly. Time limits set forth in this procedure shall be considered maximum unless bilateral written agreement to extend them is made by the grievant and the Office of the Superintendent.
- (C) End of the Year Grievance  
In the event a grievance is filed at such time that it cannot be processed through all steps of the grievance procedure by the end of the institution's school year, the grievance will be carried forward under the limits set forth herein, and settled on the basis of the Agreement. An attempt will be made by both parties to expedite the handling of such grievances.
- (D) Released Time  
Grievances will be processed during the regular workday without loss of pay to the grievant and one (1) representative from the ASSOCIATION.
- (E) Filing  
Within thirty (30) days following the knowledge of an act or condition which is the basis for the grievance, the grievant may file a grievance with the immediate supervisor.
- (F) Representation  
All members of the bargaining unit shall have the right to ASSOCIATION representation at Level One, Level Two, Level three and Level Four of the grievance procedure if desired. Any unit member may also present his/her own grievance. Copies of the employer's answer given at each level beyond the informal level of the grievance procedure shall be delivered in writing to the ASSOCIATION.



(G) Informal Discussion

In the event that an individual member of the bargaining unit believes there is basis for a grievance, the individual shall first discuss the alleged grievance with the immediate supervisor or his/her designee.

(H) Level One

If, as a result of the informal discussion with the immediate supervisor in the school center where the grievance occurred, a grievance still exists, the grievant may invoke the formal grievance procedure. A written grievance setting forth the following information will be filed with the immediate supervisor and a copy furnished to the ASSOCIATION.

- 1) The specific Article or Section of this Agreement alleged to have been violated.
- 2) The date of the alleged violation and the date the grievance was filed.
- 3) The name of the unit member involved.
- 4) The fact(s) giving rise to the grievance.
- 5) The relief requested.
- 6) The signature of the grievant. The immediate supervisor, or his/her designee, shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant and three (3) days thereafter to give a written decision.

(I) Level Two

If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits at Level One, the grievant may move the grievance to Level Two by written notice to the Superintendent or his designated representative. The Superintendent, or his designated representative, shall have six (6) days after receipt of the of the grievance to hold a meeting with the grievant and four (4) days thereafter to give a written decision.

(J) Level Three

- 1) If the grievance is not settled at Level Two to the satisfaction of the grievant, or if a written answer is not submitted within the designated time limits at Level Two, The ASSOCIATION may move the grievance to Binding Arbitration by notifying the BOARD within twenty (20) days of the receipt of the response or the expiration of the time specified in Level Two.
- 2) The arbitrator shall contact the representative of the BOARD and the ASSOCIATION President or the aggrieved, when he/she is presenting his/her own grievance, and hold hearings promptly and shall issue a decision no later than thirty (30) days from the date of the close of the hearings or final submissions.
- 3) The Arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issue(s) submitted.

- 4) The decision of the Arbitrator shall be submitted to the BOARD and to the ASSOCIATION or the aggrieved, when he/she is presenting his/her own grievance, and shall be final and binding upon the parties.
- 5) It is understood and agreed that the Arbitrator shall have no right or power to add or to subtract from or change the terms of this Agreement or the supplements thereto and that the Arbitrator shall have no right or power to disregard any expressed provisions of this Agreement or supplements thereto.
- 6) All costs of arbitration, including fees and agreed upon expenses of the Arbitrator, shall be paid in equal portions by the BOARD and the ASSOCIATION or by the aggrieved when he/she is presenting his/her own grievance.
- 7) It is understood that the parties will make every effort to clearly define and agree upon the "Issue" before presenting the grievance to Arbitration.
- 8) Within five (5) days after the request for arbitration, the Superintendent and an official ASSOCIATION representative shall meet to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall utilize the services of the American Arbitration Association and its rules for selection of an arbitrator.

(K) Reprisals

No reprisals shall be invoked against any member of the bargaining unit for processing a grievance or for participating in any way in the grievance procedure. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining units.

(L) Withdrawal

The grievant may withdraw the grievance at any point in the process as provided in this Article.

## ARTICLE VI – ASSOCIATION RIGHTS

- (A) The BOARD agrees that every member of the bargaining unit will be allowed to exercise the member's own prerogative to freely organize, to join, and to participate in the activities of the ASSOCIATION.
- (B) The ASSOCIATION and its representatives shall be permitted to use the District's facilities when such use does not interfere with or disrupt normal operations.

- (C) The ASSOCIATION and its representatives shall have the right to use, for the purpose of ASSOCIATION business only, school facilities and equipment, including typewriters, computers, calculators and duplicating equipment, and the inter-communication system and audio-visual equipment at reasonable times when such equipment is not otherwise in use. Such use shall require the approval of the principal of the school if the ASSOCIATION pays the costs of all materials and supplies incidental to such use. Any damages to the above items must be adjusted to the satisfaction of the school principal before any further use can be arranged.
- (D) ASSOCIATION dues and uniform assessments, as established by the ASSOCIATION, shall be payroll deducted in equal installments. Written authorization by each participating member of the bargaining unit shall be delivered to the BOARD or by the ASSOCIATION. Such deductions shall commence thirty (30) days after authorization is delivered to the BOARD. No service charge shall be made by the BOARD.
- (E) ASSOCIATION representatives may be granted Temporary Duty Elsewhere Leave to attend school board meetings, conduct ASSOCIATION business during the regular work day when such activities cannot be accomplished at other times and these activities shall not interfere with "normal operations of the school", and for its duly authorized representatives to be present at regional, state or national level meetings which are designed to inform and educate such representatives concerning the performance of their duties and responsibilities. The BOARD shall grant Temporary Duty Elsewhere Leave to such representatives to attend said meetings. The ASSOCIATION shall pay any substitutes needed during such leave. The total number of days which may be granted to ASSOCIATION representatives shall not exceed thirty (30) days in any fiscal year. No individual unit member other than the ASSOCIATION President may use more than five (5) days of such leave without the approval of the Superintendent.
- (F) Should the Superintendent request the services of the ASSOCIATION President or designee in matters relating to negotiation or administration of the Agreement, the BOARD will grant Temporary Duty Elsewhere Leave for the time required. Obtaining and paying for the services of a substitute will be the responsibility of the BOARD. Should any member be appointed to a state wide committee by the Commissioner of Education, Governor, or any other high Department of Education Official to represent Madison County or the Profession in matters relating to education, the BOARD will grant Temporary Duty Elsewhere Leave for the time required. Obtaining and paying for the service of a substitute will be the responsibility of the BOARD. There will only be five (5) days allowed per individual or a total of fifteen (15) days for the district, unless previously authorized by the Superintendent.
- (G) The BOARD agrees to furnish the ASSOCIATION, upon request, available information, such information restricted to public documents, concerning the financial resources and conditions of the School District including, but not limited to: Annual Financial Reports, Register of Certified and Non-Certified Personnel, Tentative Budgetary Proposals presented in writing to the BOARD, Agendas, Minutes and all supporting papers of Board Meetings presented to individual Board members, Monthly Financial Statement, Pupil Census, membership and attendance data, names and addresses of all bargaining unit personnel, salaries paid thereto, and level of education



and years of experience thereof. The ASSOCIATION shall pay all cost incurred from labor and materials necessary to duplicate this information upon invoice from the BOARD.

- (H) Suitable bulletin board space shall be provided at each school/work center for the purpose of displaying notices concerning the business activities of the ASSOCIATION. The ASSOCIATION shall furnish the bulletin boards. One (1) copy of all posted notices and documents will be routinely delivered to the immediate supervisor at the school/work site center at approximately the same time the notice is posted.
- (I) The BOARD shall, as needed, place as an item on the Agenda of each regular BOARD meeting any matters brought to it for consideration by the ASSOCIATION so long as those matters are not provided for in the Agreement and are made known to the Superintendent's Office eight (8) calendar days prior to said meeting.
- (J) The ASSOCIATION shall have the right to use school/work site mailboxes for communication with unit members.
- (K)
  - (1) The BOARD agrees to provide an Annual Leave of Absence, with pay, if needed and at the discretion of the Association to one elected officer of the ASSOCIATION to engage in ASSOCIATION activities directly related to the Association's duties as the certified bargaining representative of the unit members covered by the Agreement or to work for the Florida Education Association, the American Federation of Teachers, or the National Education Association.
  - (2) All costs associated with such leave shall be forwarded by the ASSOCIATION to the BOARD, in advance, on a quarterly basis. The costs shall include the salary as provided on the appropriate step of the salary schedule, the required contribution, by the BOARD, to the Florida Retirement System, the Board's and the officer's portion of any required Social Security (F.I.C.A.) payments, an amount equal to the Board's contribution for the full cost of health and dental insurance and any other costs normally associated with the Board's responsibility to an individual unit member, including, but not limited to, Unemployment Compensation Insurance, Worker's Compensation Insurance, etc.
  - (3) The officer so released shall continue to be an employee of the BOARD and shall advance annually on the appropriate step of the salary schedule for any year or each year so released to serve in the capacity of the Association's release time representative. There shall be no loss of seniority or any other right available to the officer under the law or the terms of this Agreement because of such paid leave.

## ARTICLE VII – UNIT MEMBER RIGHTS

- (A) A unit member shall be permitted to examine his/her personnel file and date and initial each item contained therein. A unit member shall be notified in writing within five (5) work days of any critical statement placed in his/her personnel files and upon receipt of such statement shall have the opportunity to rebut such statements in writing within twenty (20) days with the rebuttal to be placed in the member's personnel files. If the rebuttal is substantiated by either informal or formal procedures, both documents shall be removed from the personnel file.
- (B) At any conference with his/her immediate supervisor which concerns the terms and conditions of employment or the interpretation or application of the Agreement, the unit member may have present ASSOCIATION representation of his/her choosing.
- (C) Whenever a principal/immediate supervisor fails to recommend the appointment of an annual contract unit member, the administrator shall notify the unit member by April 1 of his/her decision not to recommend reappointment. If April 1<sup>st</sup> falls on a weekend day, then notice shall be given on or before the last working day in March. Notification of reappointment shall be considered tentative for only those instructional employees whose pending student achievement data may result in one of the following scenarios:
- Two consecutive unsatisfactory evaluations
  - Two unsatisfactory evaluations within a 3-year period
  - Three consecutive needs improvement or a combination of unsatisfactory and needs improvement evaluations
- (D) Unit members shall not be required to use their personal vehicles for school business. Unit members shall not use their personal vehicles to transport students without prior permission from an immediate supervisor except in cases of emergency when no other means of transportation is available. A unit member shall not transport students in his/her personal vehicle unless he/she carries liability insurance. If a unit member, upon request of the immediate supervisor, agrees to use his/her personal vehicle for school business, he/she shall be reimbursed at the mileage rate currently provided by the BOARD for use of personal vehicles. When a unit member transports students with the approval of an immediate supervisor, the BOARD will provide liability coverage as provided by law.
- (E) The ASSOCIATION and the BOARD recognize services will be required at times other than the regular contract days. Therefore, upon mutual agreement with their immediate supervisor, and subject to regular approval procedures, unit members may participate in activities consistent with their regular duties or areas of personal or professional expertise. Such participation when compensated as provided in Appendix A-1, (F).
- (F) The private and personal life of any unit member is the concern of only that individual unless it directly interferes with the effective performance of his/her prescribed duties.
- (G) No punitive action against a unit member shall be taken on the basis of a complaint by a parent or other individual unless the matter is first discussed between the unit member

and his/her immediate supervisor. Representation by the ASSOCIATION may be provided upon request of the unit member.

- (H) No unit member who has successfully completed his/her probationary period may be reduced in contractual status or compensation, be discharged, terminated, non-renewed, or otherwise separated from employment except for just cause and after a due process hearing before either the BOARD or Department of Administrative Hearings officer at the employee's option. In addition, no unit member may be reduced in compensation without just cause and after due process as provided herein. Unit member discipline shall be for just cause and after due process as provided herein. A unit member shall be considered a probationary employee during the first year of service.
- (I) A unit member may be suspended or dismissed at any time during the term of his/her contract provided that charges against him/her are based on misconduct in office, in-competency, gross insubordination, willful neglect of duty or conviction of a crime of moral turpitude. If charges are dropped or dismissed, or if the unit member is exonerated, the unit member shall be reinstated immediately at his/her former contractual status with reimbursement of lost compensation during the time of suspension or dismissal. Any unit member suspended by the Superintendent shall be entitled to full pay and fringe benefits pending the completion of action by the BOARD, on such suspension. The unit member shall have the option to request either a BOARD hearing or a Department of Administrative Hearings hearing. The BOARD may, at its option, withhold salary compensation and fringe benefits during such suspension except that insurance benefits shall be continued for any unit member until the final decision is rendered on the suspension or December 31<sup>st</sup> of the subsequent school year, whichever occurs first.
- (J) Under normal circumstances, employees will not be terminated for disciplinary reasons, unless the following conditions prevail:
  - 1) The unit member has been verbally warned of an infraction by the school principal/district office immediate supervisor which has been documented and receives two (2) subsequent written warnings for the same type of infraction during one (1) calendar year.

OR

- 2) The unit member has been verbally warned of an infraction by the school principal/district office immediate supervisor which has been documented and receives three subsequent written warnings within two (2) calendar years.
- (K) Administrators shall not reprimand a unit member in the presence of students, parents, or other employees.
- (L) All investigations by the BOARD into a complaint or charge against a unit member must be completed within ten (10) days, except in extenuating circumstances which involves an investigation by an outside entity.



## ARTICLE VIII – WORKING CONDITIONS

### (A) General Provisions

- 1) The BOARD and the ASSOCIATION agree that all unit members have a primary responsibility and all energies should be utilized to this end. Therefore, the BOARD agrees to provide all necessary supplies, materials and equipment to be utilized in the discharge of a unit member's responsibilities.
- 2) The BOARD agrees to a policy of non-discrimination against any member of the bargaining unit in regards to: Race; age; sex; religion; national origin; handicap; sexual orientation; participation in labor organizations; or, participation in a grievance.
- 3)
  - a) All newly hired or reassigned unit members shall be provided an orientation period by their immediate supervisor and a copy of a job description prior to officially assuming their employment duties and responsibilities.
  - b) Any fingerprinting and/or criminal background check of any current employee required as the result of changes in Florida or Federal Statutes shall be provided to the employee at BOARD expense.
- 4) Unit members shall not be required to perform their duties under conditions which may be unsafe or which are dangerous or hazardous to an individual's health and welfare. All work site environments shall be maintained in compliance with State and Federal Health and Safety laws and regulations.
- 5) Soliciting by sales personnel in the schools will not be permitted during the student day and unit members will not be required to attend meetings for commercial demonstrations which are devoted to "personal sales."
- 6) Whenever possible, a substitute will be provided when an Instructional employee is absent.
- 7) All unit members who work seven (7) hours or more per day will be entitled to a duty free meal period, scheduled by the supervisor, of 30 minutes.
- 8)
  - a) Attendance at in-service activities shall be voluntary except as provided below:
    - i) Those activities which are required by Federal or State law or regulation;
    - ii) Those school-based programs which are developed by faculty consensus and approved by the school's Master In-Service Plan.
    - iii) Those programs for unit members who have demonstrated a need for specific assistance as a result of the normal



performance evaluation; and those activities which are approved by a specific majority vote of the school's Master In-Service Plan. The school's In-Service will consist of the principal, curriculum coordinator and no more than two members assigned by the Union president. By mutual agreement, the principal and Union president may select additional members.

- b) Representation shall be provided for all unit members covered by this Agreement on the Master In-Service Plan.

Unit members to serve in this capacity shall be recommended by the President of the ASSOCIATION for appointment by the BOARD.

- 9) The BOARD may require physical and psychiatric tests or examinations, and may select the physician or psychiatrist as prerequisites of initial employment, with the cost of such tests to be borne by the unit member or prospective unit member. Additional agreements are:
  - a) The cost of all physical and psychiatric tests or examinations taken by the unit member at the request or order of the BOARD or its designee, except those examinations or tests which are a prerequisite of initial employment, shall be borne by the BOARD.
  - b) At all times the choice from among State Licensed Physicians and Psychiatrists shall be made by the unit member from a list of at least two (2) names provided by the BOARD. No unit member shall be compelled to submit to any test or examination without a written statement of the need for such examination from the BOARD.
  - c) A unit member shall have the right to seek an additional opinion or judgment from among State Licensed Physicians or Psychiatrists of the unit member and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after the receipt of the report by the unit member of the BOARD's requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the unit member.
  - d) The report(s) of the examination(s) completed pursuant to this Agreement shall be placed in the unit member's personnel file.
- 10) When school is not in session, unit members may be given access to the building by arranging such access in advance with the worksite supervisor.
- 11) a) The length of the workday for Instructional personnel shall be seven and one-half (7 ½) hours. The immediate supervisor shall have the authority to grant a unit member's request for variation

from the school day schedule so long as the total number of hours remains the same. On the five (5) teacher workday/in-service days, the Instructional unit members will work for six (6) consecutive hours with a duty free lunch period of one (1) hour.

- 12) Teaching and Planning Time:
  - a) The instructional responsibilities of unit members shall be at least two hundred twenty-five (225) minutes, but not more than three hundred fifty (350) minutes daily for those teachers assigned to the high school and three hundred thirty (330) for teachers assigned to all other schools. Planning time for unit members shall be a minimum of two hundred fifty (250) minutes weekly and at least forty-five (45) minutes daily, during the student day.
  - b) A school site may waive the daily forty-five (45) minute planning requirement to a minimum of five hundred (500) minutes bi-weekly with a majority vote by the faculty.
- 13) Compensatory Time
  - a) In the event assignment outside the workday becomes necessary, the assignment will be made on a voluntary basis and unit members volunteering for such duties, at the request of the principal or designee will be provided with compensatory time with the understanding that the use of such compensatory time will not interfere with student contact time or necessitate a revision of the regular duty roster. . Once per nine (9) weeks, a principal may approve the use of three and three quarter ( $3\frac{3}{4}$ ) hours compensatory time for a personal doctor's appointment or illness, or a doctor's appointment or illness of an immediate family member. Immediate family shall be defined as father, mother, brother, sister, husband, wife, children, step-parent, step-child, grandparents, or member who is living in his/her own household. A doctor's note will be required for the aforementioned use of compensatory time.

Compensatory time, to be earned, must have a purpose which is essential to the stated educational and operational objectives of the school system. In the event sufficient volunteers are not available to provide necessary student supervision, a duty roster shall be developed by a committee of ASSOCIATION faculty representatives to provide to all unit members regardless of whether they are assigned or volunteered for the duty roster assignments. The duty roster shall be for the regular school year and shall not include summer school sessions. Compensatory time shall be reduced whether release time is granted to allow unit member to conduct personal business. Up to ten (10) hours of compensatory time will be carried over to the next academic year.
- 14) The principal may schedule faculty meetings in each school as needed, provided that such meetings shall be announced at least one (1) day (24 hours) in advance.

However, in the case of emergency conditions requiring immediate action by the principal and involving his/her faculty such meeting may be extended beyond the regular workday until necessary action is concluded. Once each month the principal may extend said faculty meeting to 4:00 p.m. No compensatory time shall accrue from such extended faculty meeting.

- 15) Observation of a unit member's class by other than school administrative/supervisory personnel shall be allowed after consent has been granted by the principal of the school center and the unit member involved. However, professional educators involved in an assistance or competency review may be permitted to observe a unit member's class with the Superintendent's permission.
- 16) Each school center shall establish criteria for assisting unit members in the preparation of instructional material used in the classroom.
- 17) The principal shall designate a suitable room in each school for necessary unit member conferences with students and/or adults.
- 18) The BOARD shall make every effort to replace stolen or destroyed materials and equipment belonging to unit members or shall arrange for the necessary repairs of same.
- 19) Any compensable assignment in addition to the normal teaching schedule, during the regular school year, including evening school assignments and summer school assignments shall not be obligatory but shall be with the consent of the unit member involved. Preference in making such assignments shall be given to unit members regularly employed within the District.
- 20) Professional Education Competency Plan
  - a) The Professional Education competency Plan shall be implemented under the provisions of Section 1012.56, Florida Statutes.
  - b) No unit member shall be required to serve as a mentor.
  - c) A unit member shall be informed of his/her responsibilities prior to acceptance of the assignment as a mentor. A job description for the teacher is available.
  - d) No mentor shall be required to sign any recommendation to the Superintendent, the Board, or the Florida Department of Education concerning the completion of the Professional Education Competency Plan.
  - e) The mentor shall receive \$1,000 supplement for each beginning teacher assigned who did not graduate from a Florida approved education program or graduated from an out of state approved program and did not complete two years teaching experience.
  - f) All mentors assigned to this duty must have certification in Clinical Educator Training.

- g) Each mentor is required to serve for 196 days of assistance. If the mentor serves less than 196 days, the supplement shall be prorated.
- 21) **Employment After Retiring**  
Any employee who is eligible for “normal” retirement (as defined by FRS) from FRS or any other state’s pension program and has separated from service can apply and, if hired, will be placed on the beginning step of the applicable salary schedule.
- (B) Unit members on annual status or professional service status shall be issued a written employment contract within three (3) weeks of the first day of the start of the school year for students provided there is a negotiated salary settlement. All new unit members hired after the school year for students has started shall be issued a written employment contract within three (3) weeks of the first day of employment.
- (C) Unit members at a work site shall be provided an opportunity for input into a school’s School Improvement Plan prior to the plan being submitted to the School Board. Changes in the plan may only be made by the elected school improvement committee of each school.

## ARTICLE IX – WORK YEAR

### Length of Work Year

Unit members shall be employed for either ten (10), eleven (11), or twelve (12) months with the number of contract days specified below. All unit members shall receive six (6) paid holidays except twelve (12) month employees who shall receive seven (7) paid holidays.

#### **Ten(10) Months**

Teachers	196 days
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#### **Eleven (11) Months**

Guidance Counselors	224 days
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Teachers (as specified)	224 days
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#### **Twelve (12) Months**

Teachers (as specified)	248 days
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Unit members shall have their work year distributed as follows:

1) Student Contact Days .....	180
2) Pre and/or Post Planning Days .....	5
3) Teacher Work/In-service Days .....	5
4) Paid Holidays .....	6
	196

## ARTICLE X – LEAVES

### (A) Sick Leave

- 1) Each member of the bargaining unit is entitled to four (4) days of Sick Leave with Instructional unit members being credited as of the first day of employment



and Non-Instructional unit members being credited as of the last day of the first month of employment, and then earn one (1) day of Sick Leave at the end of each calendar month of employment, provided that the unit member shall be entitled to earn no more than one (1) day of Sick Leave times the number of months of employment during the year of employment.

- 2) All instructional unit members employed to teach Summer School shall earn Sick Leave on a pro-rata basis.
- (B) Sick Leave shall be accumulated from year to year and there shall be no limit on the number of days of Sick Leave a member can accrue, provided at least one-half (1/2) of this cumulative leave be established within the Madison County School District. A member returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of leave or resignation, provided the leave had not been transferred to another county or State Agency or used.
- (C) Members of the bargaining unit shall be entitled to transfer Sick Leave from other Florida School Systems and State Agencies which are participants in any Florida Retirement System.
- (D) **Illness in the Line of Duty**
- 1) In case of disability, or Illness-in-the-line-of-duty, the unit member shall continue in full without reduction in accumulated Sick Leave if the following conditions are met:
    - a) The Principal/immediate supervisor shall be notified as soon as the injury or illness occurs;
    - b) The unit member shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurs;
    - c) In case of injury, a certificate from a licensed physician may be required, and in the case of a claim relating to a contagious or infectious disease, the unit member shall file a statement from a licensed physician certifying that, beyond a reasonable doubt, the contagious or infectious disease was contracted at school during the time the unit member was engaged in school work;
    - d) When the above conditions and requirements are met, the unit member will be allowed illness-in-the-line-of-duty leave, as determined by the BOARD, provided that the unit member is under contract during the time such leave and compensation;
    - e) Such additional leave shall be approved subject to the certificate in (a) above being submitted to the Superintendent, for approval, prior to such leave being allowed and further that the certificate shall be dated at, or near the end of, the initial ten (10) days leave. When Illness-in-the-line-of-duty leave is denied, in part or in full, the unit member may use accumulated Sick Leave in accordance with appropriate policies.
- (E) **Personal Leave**
- Six (6) days of Personal Leave shall be allowed for each unit member. These days shall be noncumulative and shall be charged to accrued Sick Leave. Requests for

Personal Leave shall be made at least two (2) days in advance and the granting of such leave shall be deemed made upon application unless more than ten percent (10%) of the staff of any school/work site requests such leave on the same day(s) in which case the immediate supervisor shall determine those unit members who may be granted leave based on those first notifying the immediate supervisor and upon available substitutes. In the case of an emergency, leave forms will be completed as soon as possible after the unit member returns from Personal Leave. Such leave will not normally be used to extend school holidays or be used on the final instructional days of the school year, without supervisory approval.

(F) Jury Duty

Any unit member who is subpoenaed for jury duty shall apply for Temporary Duty Elsewhere Leave and attach a copy of the subpoena with the application. This section shall also apply to witness duty provided that the unit member is subpoenaed as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation. The unit member shall retain any compensation received.

(G) Family Leave

A unit member shall be eligible for a Family Leave of Absence according to the Family Medical Leave Act.

The member shall notify her immediate supervisor concerning the appropriate time to begin such leave. Accrued Sick Leave days may be used during Family Leave of Absence if the unit member so desires. Members of the bargaining unit who take Family Leave shall return to duty, after completion of the leave, to his/her former position, if so requested. A unit member on family leave or the parent(s) of a newly adopted child under the age of six (6) may be granted a leave of up to one (1) year, if requested. Such member(s) may remain a member of the appropriate Retirement System by making application and paying the full local and personal contributions.

(H) Twelve Month Vacation Days

Personnel employed on a full-time basis, twelve (12) months, shall earn twelve (12) annual leave days per calendar year during the first ten (10) years of employment. One and one-fourth (1 <sup>1</sup>/<sub>4</sub>) days per month shall be granted to unit members with between eleven (11) and fifteen (15) years of employment. Unit members with more than fifteen (15) years of employment shall receive one and one-half (1 <sup>1</sup>/<sub>2</sub>) days per month.

(I) Donation of Sick Leave

Transfer of sick leave to another district employee: An employee may transfer earned sick leave to any district employee for their use in cases of injury or illness.

1. Such transfer of leave is separate from the District Sick Leave Bank.
2. In order to access such leave, an employee must provide medical documentation of the illness or injury along with a written request for leave to be transferred.
3. The receiving employee must use all of their accrued sick leave before using donated sick leave.
4. Any employee wishing to donate sick leave in this program must maintain a minimum of five (5) sick days in their own district account.

5. All unused transferred sick leave shall be returned to the employee who donated it.

(J) Bereavement Leave

Teachers will be granted three (3) days bereavement leave due to the death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, children, step-parent, step-child, grandparents, or member who is living in his/her own household. Bereavement leave is of special nature and may not be deferred or converted to any other purpose and will not be deducted from earned leave. It is not charged against any other leave account. The employee will not be paid for days not scheduled to work. A published obituary or other proof of death will be required for documentation and must be attached to the leave form.

## **ARTICLE XI – EMPLOYEE AUTHORITY AND PROTECTION**

(A)

- 1) Instructional personnel shall be permitted to refer students to the administration when they observe violations of the school rules, regulations, and the Madison County Code of Student Conduct.
- 2) The BOARD recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control of discipline. Therefore, when an employee refers a student to an administrator for disciplinary action, administrative action will be consistent with the student conduct and discipline code.
- 3) A teacher may remove from class a student : (a) who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or (b) whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with students in the class or with the ability of the student's classmates to learn.
- 4) If a teacher removes a student from class, the principal may place the student in another appropriate classroom, in in-school suspension, or in an alternative education program; or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established herein determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five (5) days of the removal of the student from the classroom.



- 5) Each school shall establish a Placement Review Committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Committee membership shall include the following: (a) two (2) teachers selected by the school's faculty; (b) one (1) member from the school's staff who is selected by the principal; and (c) one (1) alternate teacher selected by the school's faculty to serve on the Committee in the event that a teacher on the committee is the teacher who withheld consent to readmitting the student. The Committee shall meet during the workday.
- (B) Any case of assault upon any unit member shall be promptly reported to the immediate supervisor and/or school principal. Time lost by a unit member in connection with any incident covered by this Article shall be handled as follows:
- 1) Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave; and
  - 2) The employee involved must be subpoenaed for the legal appearance.

If a complaint or lawsuit is filed against any unit member or any employee is sued as a result of any action taken by the employee while in a legitimate pursuit of his/her employment, the BOARD may, at its discretion, underwrite the cost of legal counsel and render assistance to the unit member in his/her defense.

(C) Standards for Use of Reasonable Force

- 1) The School Board will adopt standards of use of reasonable force by district school board personnel consistent with s. 1006.11, Florida Statutes and State Board of Education Rules. Such standards shall be distributed to each school in the district and shall provide guidance to the employees in receiving the limitations on liability as specified in Article XI, (C)2.
- 2) Except in the case of excessive force or cruel and unusual punishment, a teacher or other member of the instructional staff shall not be civilly or criminally liable for any action carried out in conformity with the State Board of Education and district school board rules regarding the control, discipline, suspension, and . expulsion of students, including, but not limited to, any exercise of authority under s. 1003.32 or 1006.9
- 3) Instructional staff members shall have the right to use reasonable force to Protect themselves and others from harm. Recognizing that every situation is Different, the following are general rules of conduct for employees in the event of a fight between students:
  - a) Call or send for help
  - b) Tell the student to stop fighting
  - c) Remove other students from the area
  - d) Remove any objects or furniture from around the students in conflict to prevent further injury



## ARTICLE XII – REDUCTION IN PERSONNEL

### (A) Layoffs

When staff reductions among certificated personnel are necessitated by a decrease in enrollment, budgetary restrictions, or phasing out or reduction of programs, staff reductions shall be made in the categories of PreK-6 and Secondary (7-12).

- 1) Prior to any action by the BOARD, the names, school and work sites of all unit members whose employment is to be terminated or non-renewed because of a Reduction in Force shall be given, in writing, to the ASSOCIATION and the unit members involved. The superintendent and the BOARD shall determine the job classifications and the number of positions affected in each classification in the school/worksites in which reductions shall be made.
- 2) Should the BOARD decide to layoff unit members such layoffs will be based on the following criteria:
  - a) Probationary and Annual Contract employees shall be laid-off before Professional Service or Continuing Contract employees.
  - b) When employees are to be laid-off the criteria shall be:
    - i. Certification
    - ii. Contract Status
    - iii. Performance Evaluation Status..... c)Continuing contract and professional service contract employees shall be subject to lay-off only after all possible reduction has occurred in probationary and annual contract employees.
  - d) The district shall make every effort to prevent a Reduction in Personnel by achieving staffing reductions through natural attrition.

\*\*The parties acknowledge that changes have been made to the Collective Bargaining Agreement solely for the purpose of complying with the requirements of the Florida Legislature's 2011 Student Success Act. This law is the subject of a lawsuit and the parties agree to return to the table to renegotiate items that are impacted by the outcome of that lawsuit.

- 4) An employee who has been transferred to a job classification with less pay as a result of reduction in force, will not have his/her pay reduced. However, once the employee's same/similar job becomes available, the employee must transfer to that position to continue the higher pay. If the employee refuses the transfer, the employee will be paid in accordance with the salary schedule for his/her current position.

### B) Recall

- 1) The BOARD and the Superintendent shall determine the areas in the school system in which Recall will be made and the number of unit members to be recalled.

- 2) Recall will be implemented using the same criteria as Reduction In Force, except in reverse order. Recall notice shall be made by certified letter to the unit member's last known address.
- 3) No new unit members shall be hired in a laid-off unit member category (PreK – 6 and Secondary 7 – 12) until all fully qualified laid-off unit members of that work area have been recalled or have declined or failed to accept Recall {within two (2) weeks of recall notice}. Failure to respond to the letter of Recall within the time required automatically terminates the unit member's right of Recall. Each unit member shall keep the District's personnel office advised of his/her current mailing address.

## ARTICLE XIII – TRANSFERS, PROMOTIONS AND VACANCIES

### A) Transfers

- 1) Unit members that desire to transfer to another school or work site location shall file a written statement of such desire, one (1) copy of which shall be filed with the Superintendent or designee, one (1) copy with the immediate supervisor, and one (1) copy with the ASSOCIATION. Such requests shall receive immediate review for possible recommendation by the Superintendent.
- 2) Voluntary transfer of a unit member will be made on the following basis:
  - a) Needs of the school system;
  - b) Qualifications;
  - c) Mutual agreement of unit member and administration;
  - d) Contributions unit member could make to the new position; and,
  - e) Opportunity for skill growth by the unit member.
- 3) Involuntary transfers of instructional staff will be made on the following basis:
  - a) Prior to an involuntary transfer, administrators will first ask for a certified in-field voluntary transfer.
  - b) If no voluntary transfer in the grade category (PreK-6 or Secondary 7-12) and certification is available, the employee with the least seniority in grade category and certification will be involuntarily transferred, except when the needs of a school in DA status prohibit the transfer of that employee.

When an involuntary transfer of any unit member occurs, the affected unit member will be given first consideration when the same/similar position becomes available at the original work site.

Involuntary transfers may be made to provide for maintenance of the

current school program within the District; however, such an involuntary transfer may not occur more than twice in five (5) consecutive years. This will not prohibit the movement of personnel if a work site closes or to achieve a racial balance in the school system.

- 4) Nothing in this Agreement shall be construed in such a way as to prohibit the BOARD from providing racial balance within different job classifications, schools or work sites.

B) Promotions

- 1) Unit members who desire a promotion shall file a written request with the immediate supervisor with a copy to the Superintendent or designee. The unit member shall be notified in writing concerning the disposition of such request.
- 2) When being promoted to a higher classification, the unit member will retain his/her current level and will not be entitled to a promotion to a higher level until the unit member has served six (6) months.
- 3) Members of the bargaining unit of equal qualification to non-members, or non-employees, will be given first consideration when giving promotions.

C) Vacancies

- 1) All vacancies or newly created positions shall be posted District-wide, at each school/work site, by the Superintendent or designee at least five (5) days for all applicants/transfers to apply prior to making a recommendation for appointment. The notices for the vacancies will be posted on the website and school site areas. Such notices will include the job description, effective date of vacancy, kind of qualifications necessary, information concerning the securing and deadline for filing the application. When a current employee requests a transfer, and both administrators agree then the employee shall be awarded the position upon the Superintendent's approval. If two or more current employees request a transfer for the same position, the receiving administrator will interview all interested employees.
- 2) Notice of positions carrying salary supplements will be posted as they become available during the school year or summer. The notices shall be posted in all school/work sites. Positions will be filled on a competitive basis. It shall not be necessary to post a supplemental position on a District wide basis if the position can be filled from within the school site staff.
- 3) Members of the bargaining unit of equal qualifications to non-members, or non-employees, will be given first consideration when filling vacancies.
- 4) The posting of notices of vacancies which occur between July 15<sup>th</sup> thru September 1<sup>st</sup> and December 15<sup>th</sup> thru January 31<sup>st</sup> shall not require the ten (10) days' notice, as specified in (C)(1) above, prior to the recommendation for appointment.

Annual Contracts shall be issued to each unit member employed in a Supplemental Salary Schedule position. The Principal, Superintendent and unit member shall sign said contracts.

## **ARTICLE XIV – EMPLOYEE ASSIGNMENTS**

- (A) The immediate supervisor shall have complete authority for the assignment of unit members within a school/work site within the limits of the appropriate Job Description.
- (B) Within four (4) weeks after beginning initial employment, or beginning a change in job classification, each unit member will receive a copy of his/her Job Description.

## **ARTICLE XV – ASSESSMENT**

- (A) Each fiscal year, all unit members shall be given a copy of the evaluation criteria and evaluation form. This shall include an explanation and discussion of the evaluation process and the means by which the criteria will be evaluated. The Formal Observation will be completed in the timeline set forth in the approved evaluation instrument for the school year in which the evaluation occurred.
- (B) All observations of the unit member to be used in the evaluation shall be made while the employee is on duty.
- (C) All evaluations shall be reduced to writing with the execution of the approved form. The evaluator and the unit member shall sign the evaluation form. The signature of the unit member shall indicate that the unit member has read the form but does not necessarily mean that the unit member agrees with its contents.
- (D) Any conference or hearing with a unit member regarding discharge, demotion or other change in the unit member's assignment or status shall be conducted in a manner so as not to abrogate the unit member's rights according to Florida School Laws, the rules and regulations of the state Board of Education and the provisions of this agreement.
- (E) In cases where need for improvement is cited, the written evaluation will include a description of the weakness, the specific improvements desired and a statement of how the desired improvements are to be obtained, and assistance in obtaining the desired improvements.
- (F) Evaluations may be grieved pursuant to Article V, Level Two to redress any procedural concerns by the grievant.



## **ARTICLE XVI – MANAGEMENT RIGHTS**

- (A) Nothing contained herein shall be considered to deny or restrict the BOARD of its rights, responsibilities, and authority under the General School Laws of Florida or any other laws or regulations.
- (B) Except as specifically stated by this Agreement, all rights, powers, authority the BOARD had prior to this Agreement are retained by the BOARD.

## **ARTICLE XVII – COMPENSATION**

- (A) The salary schedules for all unit members shall be set forth in the appendix of this Agreement.
- (B) Unit members shall be paid on the last day of each month.
- (C) When unit members are approved to participate in an in-service training session during their regular working hours/days, the unit member shall receive their regular compensation. All other approved in-service training will be compensated at the rate set by the Teacher Education Center Council.
- (D) All unit members shall receive travel reimbursement in accordance with Law and State Board of Education Regulations. The unit member shall be reimbursed for travel in accordance with Board Policy for conferences and workshops requiring overnight stay or actual expenses for lesser periods of time. Unit members assigned Temporary Duty Elsewhere for the purpose of attending local or out of county workshops or conferences shall be paid their regular daily rate for each day of assignment.
- (E) All other matters relating to compensation shall be included in the Appendix of this Agreement.
- (F) Any employee hired after July 1, 1991, with Grant funds that are not automatically renewed will not accrue any seniority. This will not include entitlement grants.
- (G) Unit members will be provided an opportunity for direct deposit of payroll checks.
- (H) Instructional unit members hired prior to July 1, 2011 who obtain an advanced degree from an accredited or approved institution as provided in Chapter 6A-4.003, Florida Administrative Code, shall have their pay adjusted within 20 days upon proof of verification. Those unit members enrolled in other institutions effective October 31, 2005, shall be exempted from this requirement. Pay shall be adjusted retroactive to the date of completion of the advanced degree hours. Proof of verification must be done by the end of post-planning to be eligible for retroactive pay that year. If not done by the deadline, the new pay status begins with the start of the contract year in which proof of verification is submitted.

Instructional unit members hired on or after July 1, 2011 who hold or obtain advanced degrees in their certification area will receive the advanced degree supplement as detailed in Appendix A-1 of this agreement. The supplement shall be awarded and pay shall be adjusted within 20 days of proof of verification. The supplement shall be awarded retroactively to the date of completion of the advanced degree hours. Proof of verification must be done by the end of post-planning to be eligible for retroactive pay that year. If not done by the deadline, the new supplement status begins with the start of the contract year in which proof of verification is submitted.

- (I) Upon request by an employee, the BOARD will provide a Hepatitis B vaccination(s) to that employee at BOARD expense.
- (J) Instructional personnel who receive a final evaluation of "effective" or higher will become eligible for a step increase, a raise and/or bonus(es) per annually negotiated salary schedule.

Instructional personnel who receive a final evaluation of "needs improvement or unsatisfactory" will not be eligible for a step increase raise and/or bonus(es) per the annually negotiated salary schedule.

Should an instructional employee who is not eligible for a step increase, a raise, and/or bonuses as stated above, correct the "unacceptable performance during the school year for which he/she is not eligible and receive an effective evaluation, he/she would not be paid retroactive. However, if a final effective evaluation is received for the year, the step increase would roll over to the appropriate step and the instructional employee would become eligible for a step increase, a raise, and/or bonus(es) per the annually negotiated salary schedule.

## **ARTICLE XVIII – INSURANCE**

- (A) Effective October 1, 2016, the board agrees to pay annually, an amount not to exceed, four thousand two hundred dollars (\$4,200.00) to the designated group health insurance providers for each member of the bargaining unit covered by this Agreement. This amount is based on employee-only coverage under \$1,000 deductible plan. For employees under the Health Savings Account (HSA), the contribution is four thousand nine hundred twenty dollars (\$4,920.00) to provide a low cost insurance option under the Affordable Health Care Act (AHCA). For those employees not selecting either of the group health options will be placed in the HIP program and will receive additional group life insurance, disability, and hospital indemnity. The Board contribution for the HIP plan is three thousand nine hundred twenty four dollars (\$3,924.00).
- (B) In order to provide for fiscal stability with regard to insurance costs, the BOARD and the ASSOCIATION hereby agree that is their intent to keep the BOARD'S contribution capped at the same amount sated in Section (A) above.
- (C) The BOARD and the ASSOCIATION agree that the local insurance committee shall have the authority to seek Request For Proposals (RFP) for the complete insurance package which includes a Major Medical Plan and a Cafeteria Plan. The Union President shall appoint thirteen members to the insurance committee which will include at least

one member from each work site and one retiree under 65 years of age and one retiree 65 years or older.. The Superintendent will appoint up to seven members to serve on the same committee. This committee will make recommendations to the Negotiation Table as to which provider should be chosen to serve the Madison School District in providing a Major Medical Plan and a Cafeteria Plan.

- (D) Effective October 1, 2005 the BOARD will increase their contribution to the health insurance premium, for those employees choosing to avail themselves of the school board health plan, to cover the 11.6% increase in cost proposed for the 2005-2006 school year, with a HIP Program modification. This is to be based on employee-only coverage under the \$1000 deductible plan.
- (E) Effective October 1, 2008 the BOARD will increase their contribution to the health insurance premium, for those employees choosing to avail themselves of the school board health plan, by \$13 monthly.

## **ARTICLE XIX – TERMINAL PAY**

- (A) The BOARD shall provide terminal pay for accumulated Sick Leave to all unit members upon application. If termination is by death of an employee, any terminal pay to which the employee may have been entitled shall be made to his/her beneficiaries upon application. However, such terminal pay shall not exceed an amount determined as follows:
  - 1) During the first three (3) years of service in Madison County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave;
  - 2) During the next three (3) years of service in Madison County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave;
  - 3) During the next three (3) years of service in Madison County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave;
  - 4) During the next three (3) years of service in Madison County, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - 5) During and after the thirteenth (13<sup>th</sup>) year of service in Madison County, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave;
    - (a) The BOARD may, at its discretion, follow these conditions when the total terminal pay exceeds five thousand dollars (\$5,000.00):
      - (i) Pay the entire amount in a single lump sum;
      - (ii) Prorate the entire amount over a period of months, not to exceed thirty-six (36) months, as established by the BOARD, or,



- (iii) Allow the employee to select an alternative payment method based on BOARD approval.
- (b) A unit member whose separation is for retirement shall receive one thousand dollars (\$1,000.00) if such retirement is effective within sixty (60) days of initial eligibility for full retirement benefits.

## **ARTICLE XX – SICK LEAVE BANK**

- (A) The BOARD and the ASSOCIATION agree to the formation of a Sick Leave Bank under the following conditions:
  - 1) Unit members who have been employed for more than one (1) contract year, voluntarily donate one (1) day of Sick Leave to the Sick Leave Bank;
  - 2) A total of one hundred (100) days are donated by eligible employees;
  - 3) Each unit member donating a Sick Leave day shall have an accrued balance of five (5) Sick Leave days following said donation unless specifically exempted by the Sick Leave Bank Committee (SLC) from this requirement; and,
  - 4) When the number of days in the Sick Leave Bank falls below twenty-five (25) days the Sick Leave Bank shall be replenished by the donation of one (1) additional day by unit members voluntarily agreeing to continue the Sick Leave Bank.
- (B) A Sick Leave Bank Committee (SLBC) shall be established once the required number of days have been donated.
- (C) The Sick Leave Bank Committee (SLBC) shall consist of three (3) members with one (1) member being an instructional unit member, one (1) member being a non-instructional unit member and one (1) member being a non-bargaining unit member. The President of the ASSOCIATION shall select the bargaining unit members and the Superintendent shall select the non-bargaining unit member.
- (D) The Sick Leave Bank Committee (SLBC) shall develop operating rules for the implementation of the Sick Leave Bank which are consistent with Chapter 231.40(3), Florida Statutes and shall submit such operating rules to the BOARD and the ASSOCIATION for approval.
- (E) When the BOARD and the ASSOCIATION approve the operating rules for the Sick Leave Bank, the SLBC may act upon an application made for use of the Sick Leave Bank days.
- (F) It is expressly understood that non-bargaining unit members shall be eligible to participate in the Sick Leave Bank if all requirements are met.
- (G) Unit members must apply within seventy-five (75) days after assuming employment once they become eligible for membership in the Sick Leave Bank.



## ARTICLE XXI – MISCELLANEOUS


- (A) In the event that any provision of this Agreement is judged to be contrary to State or Federal Statute by a court of competent jurisdiction, it shall be void until modified through negotiations, of the effective provisions, without delay. All other provisions shall remain in full force and effect for the duration of this Agreement.
- (B) This Agreement shall supersede any rules, policies, regulations or past practices of the BOARD which shall be contrary to or inconsistent with the terms of this Agreement.
- (C) Any individual contract between the BOARD and an individual member of either bargaining unit shall be made expressly subject to the terms of this Agreement.
- (D) Members of the bargaining units shall retain all rights not superseded by the terms of this Agreement.
- (E) The costs of printing copies of this Agreement, entitled *Agreement Between The School Board of Madison County, Florida, And The Madison County Education Association*, shall be equally divided between the BOARD and the ASSOCIATION. A printed copy of this Agreement will be provided to each member of the bargaining units within sixty (60) days after this Agreement is ratified. Responsibility for printing will rest with the ASSOCIATION for the contract period. The ASSOCIATION agrees to furnish the BOARD fifty (50) copies as soon as they are received from the printer.

The BOARD and the ASSOCIATION agree to keep the Agreement entitled *Agreement Between The School Board of Madison County, Florida, And The Madison County Education Association* on a floppy disc for annual updating. The cost will be equally divided.
- (F) A current set of BOARD policies shall be maintained in the library of each school by the BOARD.

## ARTICLE XXII – TERM OF AGREEMENT

This Agreement shall be effective as of the 4<sup>th</sup> day of December 2018, and shall continue in effect through June 30, 2021. This Agreement shall not be extended orally. We, the members of the respective bargaining teams, have approved the foregoing Agreement and recommend its adoption by the parties which we represent.

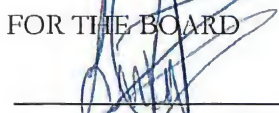
FOR THE ASSOCIATION

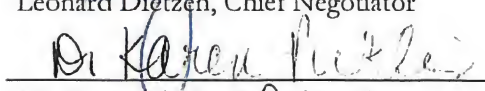
  
Annette Kinsey, Chief Negotiator

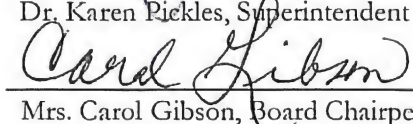
  
Jetta Roberts, President MCEA

  
Mrs. Betsy Crews, Secretary

FOR THE BOARD

  
Leonard Dietzen, Chief Negotiator

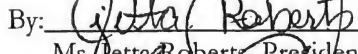
  
Dr. Karen Pickles, Superintendent

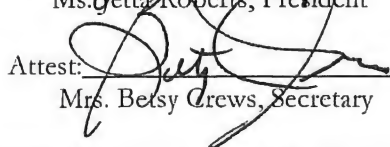
  
Mrs. Carol Gibson, Board Chairperson

## ARTICLE XXIII – RATIFICATION

This Agreement was ratified by a majority vote in favor in an election for members of the bargaining units represented by the ASSOCIATION on December 4, 2018.

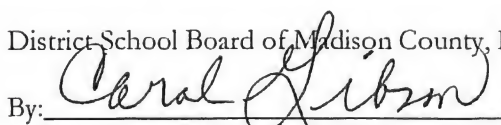
Madison County Education Association

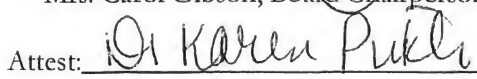
By:   
Ms. Jetta Roberts, President

Attest:   
Mrs. Betsy Crews, Secretary

This Agreement was ratified by a vote of 5 in favor and 0 against in a public hearing by the BOARD on November 20, 2018.

District School Board of Madison County, Florida

By:   
Mrs. Carol Gibson, Board Chairperson

Attest:   
Dr. Karen Pickles, Superintendent

# APPENDICES

## APPENDIX A-1

### INSTRUCTIONAL SALARY SCHEDULE

(A)

Salary Level Step	Bachelors	Master's Supplement	Specialist/ Doctorate Supplement
1	33,857	2,584	3,514
2	34,106	2,584	3,514
3	34,693	2,586	3,469
4	35,563	2,657	3,552
5	36,433	2,726	3,639
6	37,304	2,795	3,726
7	38,174	2,865	3,819
8	39,043	2,935	3,913
9	39,915	3,002	4,004
10	40,784	3,074	4,097
11	41,656	3,141	4,189
12	42,524	3,213	4,283
13	43,398	3,279	4,371
14	44,267	3,350	4,446
15	45,138	3,418	4,559
16	46,008	3,488	4,652
17	46,879	3,557	4,742
18	47,749	3,626	4,835
19	48,618	3,697	4,930
20	49,490	3,764	5,019
21	50,358	3,837	5,115
22	51,805	3,950	5,267
Longevity Supplements are for those employees in steps 23, 24, 25, and above.			
Step 23	+6,166	57,971	
Step 24	+7,040	58,845	
Step 25 and above	+7,900	59,705	

- (B) Teachers entering Madison County with no creditable teaching experience shall be placed on Salary level Step 1.
- (C) Teachers entering Madison County with prior years of creditable teaching experience shall be placed on the appropriate Salary Level Step upon verification of previous employment.

- (D) In years subsequent to the initial year of teaching in Madison County, each teacher hired before July 1, 2011 shall advance one (1) Salary Level Step above their prior school year placement for each credited year of teaching in Madison County provided the teacher who receives either an Effective or Highly Effective rating on their annual instructional evaluation. Each teacher hired after July 1, 2011 shall receive Performance Pay compensation provided the teacher receives either an Effective or Highly Effective rating on their annual instructional evaluation. All teachers who receive less than Effective on the Annual Instructional Evaluation will not receive an advance in compensation.
- (E) Compensation for services beyond the normal work day or work year shall be at the most recently established daily or hourly rate of pay.

## APPENDIX A-2

### SUPPLEMENTAL SALARY SCHEDULE

- (A)
- 1) Extra pay for extra duty will be paid for additional duties and responsibilities specifically assigned by the BOARD. These duties must be performed beyond the normal work day or work week and will be based on the three (3) following factors:
    - a) Time;                      b) Staff;                      c) Pressure/Responsibilities.
  - 2) Equal pay will be provided when duties are equal in each of the above three (3) factors.
  - 3)
    - a) **“Time”** is to be expressed in actual hours required to perform the assigned extra duty after the normal professional employee work day or work week.
    - b) **“Staff”** relates to the number of aides or assistants the individual has assigned to him/her and has responsibility for their supervision during the extra duty activities.
    - c) **“Pressure/Responsibility”** related to the total of the inherent, accountable factors for which those engaged in the extra duty activity are charged. This factor considers such tangible items as:
      - i) Number of pupils involved;
      - ii) Degree/amount of public exposure;
      - iii) Critical appraisals involved in with regard to this public exposure;
      - iv) Health and safety of the individuals involved in the extra duty activity;
      - v) Morale leadership and coordinating ability needed to successfully discharge the extra duties;
      - vi) Budget expended (including receipts and disbursements); and,
      - vii) Value of the equipment or facilities involved in the extra duty activities.



- 4) To arrive at an equitable pay for these extra duty responsibilities, a range of values must be assigned to the above three (3) factors.

(B) Point Values are determined as follows:

- 1) "Time" – Hours to range from 0 to 500 with the hours relating to Point Value on a scale from one (1) to ten (10) points as follows:

**Time Factor Table**

Hours	Point Value
0-49	1
50-99	2
100-149	3
150-199	4
200-249	5
250-299	6
300-349	7
350-399	8
400-449	9
450-500	10

- 2) Staff – Each aide or assistant supervised shall be counted as one (1) point, up to a maximum of five (5) points.
- 3) Pressure/Responsibility – The point value for this factor ranges from one (1) to eight (8), as determined by the amount and degree of items listed in (A)(3)(C)(i) through (vii) above.
- (C) The dollar value of each point on the extra pay for extra duty Supplemental Salary Schedule is to be determined annually through the negotiations procedure.

MCHS - Athletic Supplement List				MCCS - Athletic Supplement List			
Supplement	Each	Points	Allocated	Supplement	Each	Points	Allocated
Athletic Director	1	13	\$3,134.00	Athletic Director	1	6	\$1,399.00
Baseball V HD	1	12	\$2,893.00	Boys Basketball HD	1	6.4	\$1,492.00
Baseball V Asst	1	7	\$1,688.00	Boys BB Asst	1	6.4	\$1,492.00
Baseball JV Coach	1	7	\$1,688.00	Girls Basketball HD	1	6.4	\$1,492.00
Basketball Boys V HD	1	12	\$2,893.00	Girls BB Asst	1	6.4	\$1,492.00
Basketball Boys JV Asst	1	7	\$1,688.00	Football HD	1	10	\$2,333.00
Basketball Girls V HD	1	12	\$2,893.00	Football Asst	1	8.4	\$1,960.00
Basketball Girls JV Asst	1	7	\$1,688.00	Football Asst	1	8.4	\$1,960.00
Football Head Coach	1	18	\$4,339.00	Football Asst	1	8.4	\$1,960.00
Football Asst	1	8	\$2,651.00	Football Asst	1	8.4	\$1,960.00
Football Asst	1	8	\$2,651.00	Football Asst	1	8.4	\$1,960.00
Football Asst	1	8	\$2,651.00	Softball HD	1	2.8	\$1,166.00
Football Asst	1	8	\$2,651.00	Softball Asst	1	2.8	\$1,166.00
Football Asst	1	8	\$2,651.00	Baseball HD	1	2.8	\$1,166.00
Football Asst	1	8	\$2,651.00	Baseball Asst	1	2.8	\$1,166.00
Football Asst	1	8	\$2,651.00	Volleyball HD	1	2.8	\$1,166.00
Football Asst	1	8	\$2,651.00	Volleyball Asst	1	2.8	\$1,166.00
Cheerleader V Football	1	4	\$964.00	Soccer HD	1	2.8	\$1,166.00
Cheerleader JV Football	1	3.5	\$810.00	Soccer Asst	1	2.8	\$1,166.00
Cheerleader V Basketball	1	4	\$964.00	Cheerleader HD FB/BB	1	3.5	\$1,632.00
Cheerleader JV Basketball	1	3.5	\$810.00	Cheerleader Asst FB/BB	1	3.5	\$1,632.00
Golf Boys/ Girls	1	4	\$964.00	Not Applicable			\$0.00
Soccer Coach	1	12	\$2,893.00	Not Applicable			\$0.00
Soccer JV	1	7	\$1,688.00	Not Applicable			\$0.00
Softball V	1	12	\$2,893.00	Not Applicable			\$0.00
Softball Asst	1	7	\$1,688.00	Not Applicable			\$0.00
Softball JV	1	7	\$1,688.00	Not Applicable			\$0.00
Tennis Boys	1	5	\$1,205.00	Not Applicable			\$0.00
Tennis Girls	1	5	\$1,205.00	Not Applicable			\$0.00
Track Boys/ Girls	1	12	\$2,893.00	Not Applicable			\$0.00
Track Asst	1	7	\$1,580.00	Not Applicable			\$0.00
Volleyball V	1	12	\$2,893.00	Not Applicable			\$0.00
Volleyball JV	1	7	\$1,688.00	Not Applicable			\$0.00

Weightlifting Boys	1	9	\$2,169.00	Not Applicable			\$0.00
Weightlifting Girls	1	7	\$1,688.00	Not Applicable			\$0.00
Flag Football HD	1	12	\$2,893.00	Not Applicable			\$0.00
Flag Football Asst	1	7	\$1,688.00	Not Applicable			\$0.00
<b>MCHS - Academic Supplement List</b>				<b>MCCS - Academic Supplement List</b>			
Annual Sponsor	1	4	\$933.00	Annual Yearbook	1	2	\$466.00
Art Club	1	3	\$700.00	Band Director	1	10	\$2,333.00
Band Director	1	18	\$4,198.00	Chorus			\$1,166.00
Band Director Asst	1	7	\$1,688.00	Pep Club	1		\$1,128.00
Brain Bowl	1	1.5	\$677.00	Brain Bowl	1	1.5	\$338.00
Choral Director	1	5	\$1,128.00	Jr. FFA Sponsor	1		\$1,399.00
Dept. Head/ Team Leader	1	3	\$700.00	Newspaper	1	1.5	\$338.00
Dept. Head/ Team Leader	1	3	\$700.00	Student Government	1	2.2	\$513.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader PK	1	3	\$700.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader K	1	3	\$700.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader 1st	1	3	\$700.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader 2nd	1	3	\$700.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader 3rd	1	3	\$700.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader 4th	1	3	\$700.00
Dept. Head/ Team Leader	1	3	\$700.00	Team Leader 5th	1	3	\$700.00
Future Healthcare Providers	1	6	\$700.00	Team Leader 6th	1	3	\$700.00
FFA Sponsor	1	9	\$2,099.00	Team Leader 7th	1	3	\$700.00
FCCLA Sponsor	1	8	\$1,865.00	Team Leader 8th	1	3	\$700.00
Science Club	1	3	\$700.00	Team Leader ESE	1	3	\$700.00
Student Government	1	2.2	\$513.00	Team Leader RTI	1	3	\$700.00
Video	1	5	\$1,166.00	Video Productions	1		\$875.00
				FEA	1	1.5	\$338.00

Coaches and/or sponsors shall, in recognition of achievement, be given an increase in the amount of supplemental pay for participation in competition beyond scheduled events and beyond district level competition. Such increases shall be 8% of the base supplements for each week of advanced participation except where advancement is on a basis other than total team advancement a 4% increase shall be earned if less than 50% of eligible categories advance.

Beginning with 2006-07, supplement schedule increases will be tied to increases to the base teacher salary schedule.

### **APPENDIX A-3**

#### **SALARY SCHEDULE FOR INSTRUCTIONAL SUBSTITUTE SUBSTITUTE SALARY SCHEDULE**

<b>Degree Type</b>	<b>Per Hour Pay</b>
<b>High School Degree</b>	<b>\$9.10</b>
<b>AA Degree</b>	<b>\$9.60</b>
<b>BA/BS Degree</b>	<b>\$10.60</b>
<b>Master's Degree</b>	<b>\$11.10</b>
<b>Specialist Degree</b>	<b>\$11.60</b>

**Effective January 1, 2016**



APPENDIX A-4

ANNUAL CONTRACT FOR EMPLOYMENT  
FOR SUPPLEMENTAL POSITION

The District School Board of Madison County hereby issues an Annual Contract, as required by Article XIII, Section (C)(5) of the Master Contract to:

\_\_\_\_\_.

This contract is for the position of \_\_\_\_\_.

The employee acknowledges that he or she is qualified to discharge the performance responsibilities listed in the Job Description.

The employee shall serve from \_\_\_\_\_ to \_\_\_\_\_  
and shall be paid \_\_\_\_\_ which represents a combination of hours  
worked, supervisory responsibilities and external influences.

The compensation established for this position is \_\_\_\_\_.

EXECUTED AS FOLLOWS:

Date: \_\_\_\_\_  
\_\_\_\_\_ EMPLOYEE

Date: \_\_\_\_\_  
\_\_\_\_\_ PRINCIPAL

Date: \_\_\_\_\_  
\_\_\_\_\_ SUPERINTENDENT

This form is a joint resolution between the Madison County School Board and the  
Madison County Education Association

## APPENDIX B

### GRIEVANCE FORM

Name: \_\_\_\_\_

Worksite: \_\_\_\_\_

Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Grievance filed under provisions of Article: \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Relates to Article(s): \_\_\_\_\_

Section(s): \_\_\_\_\_

Statement of

Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary)

Relief

Sought: \_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary)

Date: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

1 copy to immediate Supervisor

1 copy to Association

1 copy to Grievant

1 copy to Superintendent

## **APPENDIX C**

### **INSTRUCTIONAL ASSESSMENT FORM**

The instructional Assessment Form is a separate document approved by both parties and is available in the district website at [www.madison.k12.fl.us](http://www.madison.k12.fl.us).

## APPENDIX D-1

### Sick Leave Bank Application All Personnel

EMPLOYEE'S NAME: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

To be eligible for membership, the answer to the following questions must be YES.

Do you have at least five (5) days remaining you your Sick Leave Account? ☐ Yes ☐ No

Have you been employed by the Madison County School Board for at least one year?  
☐ Yes ☐ No

Are you employed Full Time by the School Board? ☐ Yes ☐ No

*I hereby apply for membership in the Madison County School Board Sick Leave Bank Program. I certify that I have received a written copy of the rules and procedures for the sick leave bank and that I understand those rules and procedures. I further understand that one (1) day will be subtracted from my accumulated sick leave at this time.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Turn this form in to the Chairman of the Sick Leave Bank Committee



## APPENDIX D-2

### Application to Withdraw Sick Leave Days

EMPLOYEE'S NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

1. Specify number of days requested: \_\_\_\_\_
2. Is this illness or injury covered by disability insurance or worker's compensation?  
☐ Yes ☐ No
3. Attach physician's verification of unsuitability to perform assigned duties.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

#### SICK LEAVE BANK COMMITTEE ACTION

Days Granted: \_\_\_\_\_

Doctor Verification Received: \_\_\_\_\_

Medical Statement: \_\_\_\_\_

Eligibility Status: Eligible \_\_\_\_\_ Ineligible \_\_\_\_\_

If ineligible, state reason: \_\_\_\_\_

#### SIGNATURES OF COMMITTEE MEMBERS

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



## INDEX

		<u>ARTICLE</u>	<u>PAGE</u>
AGENDA BOARD MINUTES PROVIDED TO ASSOCIATION		VI(G).....	8
AGENDA ITEMS	ASSOCIATION REQUESTS	VI(I) .....	8
AGREEMENT	ATTACHED TO INDIVIDUAL CONTRACTS	XXI(C) .....	26
AGREEMENT	PROVISION CONTRARY TO LAW VOIDED	XXI(A) .....	26
AGREEMENT	SAVINGS CLAUSE	XXI(A) .....	26
AGREEMENT	SHARED COST FOR PRINTING	XXI(E) .....	26
AGREEMENT	SIGNATORIES	XXII .....	28
AGREEMENT	SUPERSEDES BOARD POLICIES AND PRACTICES	XXI(B) .....	26
ANNUAL CONTRACT	NOTICE WHEN NOT TO BE RENEWED	VII(C) .....	9
ARBITRATION	COSTS	V(K)(6).....	6
ARBITRATION	DEFIITION OF ISSUES	V(K)(7).....	6
ARBITRATOR	LIMITS OF AUTHORITY AND POWER	V(K)(5).....	6
ARBITRATOR	SELECTION PROCESS	V(K)(8).....	6
ARBITRATOR	TIME LIMITS FOR REACHING DECISION	V(K)(2).....	6
ASSAULT	UPON EMPLOYEES	XI(B) .....	18
ASSESSMENT	ASSISTANCE TO BE PROVIDED FOR IMPROVEMENT	XV(E) .....	22
ASSESSMENT	CRITERIA-DISCUSSED AND EXPLAINED	XV(A) .....	22
ASSESSMENT	CRITERIA-ORIENTATION TO, TIME LIMITS	XV(A) .....	22
ASSESSMENT	CRITERIA-TO BE PROVIDED	XV(A) .....	22
ASSESSMENT	DESCRIPTION OF WEAKNESSES IN WRITING	XV(E) .....	22
ASSESSMENT	EMPLOYEES, PROCEDURE AND PROCESS	XV .....	22
ASSESSMENT	EVALUATION FORM TO BE PROVIDED EMPLOYEE	XV(A) .....	22
ASSESSMENT	EVALUATION TO BE MADE IN WRITING	XV(C) .....	22
ASSESSMENT	IMPROVEMENT NEEDED BY EMPLOYEE	XV(E) .....	22
ASSESSMENT	OBSERVATIONS	XV(B) .....	22
ASSESSMENT	WRITTEN STATEMENT OF IMPROVEMENT DESIRED	XV(E) .....	22
ASSIGNMENT	COMPENSABLE,ADD TO NORMAL TEACHING SCHE	VII(A)(19) .....	14
ASSOCIATION	EXCLUSIVE BARGAINING AGENT	I(B).....	2
ASSOCIATION	DEFINED	PREAMBLE.....	2
ASSOCIATION	LEAVE DAYS ALLOWED	VI(E)(F).....	7
ASSOCIATION	PAYROLL DEDUCTION FOR DUES AND ASSESSMENTS	VI(D) .....	7
ASSOCIATION	RIGHT TO REPRESENT GRIEVANT(S)	V(F) .....	4
ASSOCIATION	UNIT MEMBERS RIGHT TO JOIN	VI(A).....	7
ASSOCIATION	USE OF BUILDINGS	VI(B).....	7
ASSOCIATION	USE OF EQUIPMENT	VI(C).....	7
ASSOCIATION	USE OF FACILITIES – COST	VI(C).....	7
ASSOCIATION	USES OF FACILITIES – PRIOR APPROVAL	VI(C).....	7
BARGAINING AGENT	DEFINED	II(1).....	2
BOARD	DEFINED	PREAMBLE.....	2
BOARD POLICIES	AVAILABLE AT SCHOOL LIBRARIES	XXI(F) .....	27
BOARD RIGHTS	DEFINED	XVI .....	23
BUILDING ACCESS	TO EMPLOYEES WHEN CLOSED	VIII(A)(10) .....	12
BULLETIN BOARDS	AVAILABILITY AND LOCATION	VI(H) .....	8
CALCULATORS	ASSOCIATION RIGHT TO USE	VI(C).....	7
CODE OF CONDUCT	REFERRAL OF STUDENTS THEREUNDER	XI(A).....	17
COMPENSATION		XVII .....	23
COMPENSATION	FOR INSERVICE ACTIVITIES	XVII(C).....	23
COMPENSATION	PAY DATES FOR EMPLOYEES	XVII(B).....	23
COMPENSATION	TRAVEL REIMBURSEMENT	XVII(E).....	23
COMPENSATION	WHILE ON TEMPORARY DUTY ELSEWHERE (TDE)	XVII(E).....	23

COMPENSATORY TIME	PROVISIONS THEREFOR	VII(A)(13) .....13
COMPLAINTS	PARENTAL OR OTHERS	VII(G) .....10
COMPUTERS	ASSOCIATION USE	VI(C).....7
CONFERENCE ROOMS	AVAILABILITY	VI(B).....7
CONFERENCE	WITH IMMEDIATE SUPERVISOR, REPRESENTATION	VII(B).....9
CONTRACT	AUTOMATIC MODIFICATION	I(A).....2
CONTRACT	MAINTENANCE MEETINGS	III(C) .....3
CONTRACTS	CONTINUING	VII(J) .....10
CONTRACTS	PROFESSIONAL SERVICE	VII(J) .....10
CONTRACTUAL STATUS	REDUCTION	VII(H) .....10
CONVERSION TABLE	INSTRUCTIONAL	APPENDIX B-1 ..37
DAYS	DEFINED	11(5).....2
DISCIPLINARY REFERRAL	STUDENTS	XI(A)(1) .....17
DISTRICT CALENDAR		APPEN D .....39
DUE PROCESS HEARING	GUARANTEED	VII(H) .....10
DUES DEDUCTION	ASSOCIATION MEMBERSHIP	VI(D) .....7
DUES DEDUCTION	NOTICE TO RESCIND	VI(D) .....7
DUPLICATING EQUIPMENT	ASSOCIATION USE	VI(C).....7
DUTY FREE MEAL	TIME PERIOD PROVIDED	VII(IA)(7).....11
EMPLOYER	DEFINITION	II(4).....2
END OF SCHOOL YEAR	DEFINITION	II(6).....2
EQUIPMENT	BOARD TO PROVIDE TO EMPLOYEES	VII(A)(1) .....11
EQUIPMENT	REPLACEMENT OF STOLEN OR DESTROYED	VIII(A)(18) .....18
EQUIPMENT	SAFETY	VIII(A)(4).....11
FACULTY MEETINGS	ASSOCIATION ON AGENDA	VI(I) .....8
FACULTY MEETINGS	EMERGENCY	VIII(14).....13
FACULTY MEETINGS	NOTICE THEREOF	VIII(14).....13
FINANCIAL STATEMENTS	PROVIDED TO ASSOCIATION MONTHLY	VI(G).....8
FINGERPRINT, EMPLOYEES	BOARD TO PAY	VIII(A)(3)(b) ....11
FIRST CONSIDERATION	DEFINED	II(8).....3
FULL-TIME EMPLOYEE	DEFINED	II(12).....3
GRIEVANCE	ARBITRATION	V(K)(1).....6
GRIEVANCE	CONFIDENTIALITY	V(A).....4
GRIEVANCE	COSTS	V(K)(6).....6
GRIEVANCE	DEFINITION	II(2).....2
GRIEVANCE	EXPEDITED, END OF YEAR	V(C).....4
GRIEVANCE	FILING, TIME LIMITS	V(B).....4
GRIEVANCE	FORM	APPENDIX C .....38
GRIEVANCE	INFORMAL LEVEL	V(F) .....4
GRIEVANCE	LEVEL ONE PROCEDURE	V(H).....5
GRIEVANCE	LEVEL TWO PROCEDURE	V(I).....5
GRIEVANCE	LEVEL THREE PROCEDURE	V(J).....5
GRIEVANCE	LEVEL FOUR PROCEDURE	V(K).....6
GRIEVANCE	PURPOSE OF PROCEDURE	V(A).....4
GRIEVANCE	REPRISALS	V(L) .....6
GRIEVANCE	RIGHT TO ASSOCIATION REPRESENTATION	V(F) .....4
GRIEVANCE	TIME LIMITS	V(B).....4
GRIEVANCE	WITHDRAWAL	V(M) .....7
GRIEVANCE	DEFINED	II(3).....2
HAZARDOUS CONDITIONS	PERFORMANCE NOT REQUIRED	VIII(A)(4) .....11
HEALTH/SAFETY	BOARD REQUIRED TO FOLLOW REGULATIONS	VIII(A)(4) .....11
HEARING	CHANGE IN ASSIGNMENT	XV(D) .....22
HEARING	CHANGE IN STATUS	XV(D) .....22
HEARING	DEMOTION	XV(D) .....22



HEARING	DISCHARGE	XV(D).....22
HEARING	DISCIPLINARY/SUSPENSION/DISMISSAL	VII(I) .....10
HEARING	UNIT MEMBER'S RIGHTS	XV(D).....22
IMPASSE	DEFINITION	IV .....4
INSERVICE	ATTENDANCE-REQUIRED	VIII(A)(8).....11
INSERVICE	ATTENDANCE-VOLUNTARY	VIII(A)(8).....11
INSTRUCTION MATERIALS	CRITERIA	VIII(A)(16).....13
INSURANCE	BOARD CONTRIBUTION-GROUP HEALTH	XVIII.....24
HEPATITIS B	BOARD EXPENSE	XVII(I) .....23
INTERCOM	ASSOCIATION USE	VI(C).....7
JOB DESCRIPTIONS	RIGHT TO RECEIVE	XIV(B).....22
JUST CAUSE	REQUIRED FOR ACTION AGAINST EMPLOYEE	VII(H) .....10
LAWSUITS	AGAINST EMPLOYEE	XI(B) .....18
LEAVES	ANNUAL FOR 12 MONTH EMPLOYEES	X(H) .....17
LEAVES	ANNUAL RATE OF ACCUMULATION	X(H) .....17
LEAVES	ANNUAL WITH PAY-ASSOC. OFFICER	VI(L)(1).....8
LEAVES	ANNUAL WITH PAY-SEN/EXP. CREDIT	VI(L)(3).....9
LEAVES	FAMILY	X(G) .....17
LEAVES	ILLNESS/INJURY-IN-THE-LINE-OF-DUTY	X(D) .....16
LEAVES	PERSONAL	X(E) .....16
LEAVES	SICK	X(A)(1).....15
LEAVES	SICK LEAVE ACCUMULATION	X(B) .....15
LEAVES	SICK LEAVE SUMMER SCHOOL, INSTR	X(A)(2).....15
LEAVES	SICK LEAVE TRANSFER	X(C) .....16
LEAVES	TDE-ASSOCIATION PERSONNEL	VI(E) .....7
LEAVES	TDE-TO ATTEND MEETINGS	VI(F) .....7
LEAVES	CONTRACT MAINTENANCE	VI(F) .....7
LEAVES	TDE-NEGOTIATIONS	VI(E) .....7
LEAVES	WITNESS DUTY	X(F) .....16
LEGAL APPEARANCES	SCHOOL EMPLOYEES	XI(D).....18
LENGTH OF WORK DAY	INSTRUCTIONAL PERSONNEL	VIII(A)(11)(a) ...12
MAIL BOXES	ASSOCIATION RIGHT TO USE	VI(J) .....8
MANAGEMENT	RIGHTS	XVI .....23
MATERIALS	BOARD TO SUPPLY EMPLOYEES	VIII(A)(1).....11
MATERIALS	STOLEN OR DESTROYED-REPLACEMENT	VIII(A)(18) .....14
MENTOR	ACCEPTANCE OF ASSIGNMENT-REQ.	VIII(A)(20)(c) ...14
MENTOR	SERVICE AS	VII(A)(20)(b) ....14
MENTOR	SUPPLEMENT	VIII(A)(20)(e) ...14
NEGOTIATIONS	REOPENING	III(A) .....3
NON-DISCRIMINATION	BOARD POLICY	VIII(A)(2) .....11
OBSERVATIONS	OF INSTRUCTION BY OTHERS	VIII(A)(15) .....13
ORIENTATION PERIOD	NEW OR REASSIGNED EMPLOYEES	VIII(A)(3)(a).....11
PAID HOLIDAYS	INSTRUCTIONAL PERSONNEL	IX .....15
PAY DATES	ALL PERSONNEL	XVII(B).....23
PERSONNEL DIRECTORY	AVAILABLE FOR ASSOCIATION USE	VI(G).....8
PERSONNEL FILES	EMPLOYEE'S RIGHT TO INSPECT	VII(A) .....9
PERSONNEL SERVICES	BEYOND REGULAR WORK DAY/YEAR	VII(E).....9
PHYSICAL EXAMS	BOARD MAY REQUIRE	VIII(A)(9).....12
PSYCHIATRIC EXAMS	BOARD MAY REQUIRE	VIII(A)(9).....12
PRIVATE LIFE	RIGHT OF PRIVACY FOR EMPLOYEES	VII(F).....9
PROBATIONARY	EMPLOYEE DEFINITION	VII(H) .....10
PROF DEVELOP COUNCIL	REPRESENTATION BY UNIT MEMBERS	VII(A)(8)(b).....12
PROF. EDUCATION PLAN	PROGRAM COMPONENTS	VIII(A)(20).....14
PROMOTIONS	FIRST CONSIDERATION	XIII(B)(3).....21

PROMOTIONS	LIMITATIONS	XIII(B)(2).....21
PROMOTIONS	REQUESTS FOR	XIII(B)(1).....21
PUBLIC RECORDS	ASSOC. RIGHTS THERETO UPON REQUEST	VI(G).....8
PUNITIVE ACTION	BASED ON COMPLAINTS OF OTHERS	VII(G).....10
RATIFICATION	DATE OF	XXIII.....28
RATIFICATION	SIGNATORIES	XXII.....28
RATIFICATION	VOTE COUNT	XXIII.....28
REASSIGNMENT	DEFINITION	II(10).....3
RECOGNITION	OF ASSOCIATION	I(B).....2
RECOGNITION	OF BOARD	I(C).....2
REDUCTION IN PERSONNEL	LAY-OFFS	XII(A).....19
REDUCTION IN PERSONNEL	RECALL	XII(B).....19
RELEASE TIME	FOR GRIEVANCE PROCESSING	V(D).....4
REPRESENTATION	BY ASSOCIATION DURING CONFERENCES	VII(B).....9
REPRIMAND	PRIVACY OF	VII(M).....10
RESIGNATION	IN LIEU OF DISCIPLINE/EVALUATION	VII(L).....10
SALARY ADJUSTMENT	ADVANCED DEGREES INSTRUCTIONAL	XVII(I).....23
SALARY LEVEL PLACE	NEW EMPLOYEES-WITH CREDITABLE EXP	APPEN A-1(C) ...29
SALARY LEVEL PLACE	NEW EMPLOYEES-NO CREDITABLE EXP	APPEN A-1.....29
SALARY LEVEL PLACE	USE OF CONVERSION TABLE-INSTRUCTIONAL	APPEN B-1.....37
SALARY LEVEL PLACE	YEAR TO YEAR INSTRUCTIONAL	APPEN A-1(D) ...30
SALARY SCHEDULE	INSTRUCTIONAL	APPEN A-1 (A) ..29
SCHOOL IMPROVEMENT	EMPLOYEE INPUT	VII(C) .....15
SOLICITATION	BY SALESMEN TO EMPLOYEES	VII(A)(5) .....11
STUDENT DISCIPLINE	REMOVAL OF STUDENT FROM CLASS	XI(A)(3)&(4).....17
STUDENT DISCIPLINE	PLACEMENT REVIEW COMMITTEE	XI(A)(5) .....18
SUBSTITUTES	FOR ASSOCIATION LEAVE DAYS	VI(E) & (F) .....7
SUBSTITUTES	INSTRUCTIONAL	VIII(A)(6)(b) ....11
SUPPLEMENTAL SALARIES	CRITERIA FOR SCHEDULE	APPEN A-2(A) ...31
SUPPLEMENTAL SALARIES	PAY LEVELS	APPEN A-2(C) ...31
SUPPLEMENTAL SALARIES	POINT VALUES	APPEN A-2(B).....32
SUPPLIES	BOARD TO PROVIDE	VII(A)(1) .....11
SUSPENSION FROM DUTY	REQUIREMENTS BY BOARD/SUPERINTENDENT	VII(I) .....10
TEACHING TIME		VIII(A)(12).....13
TERMINAL PAY	BONUS PROVISIONS	XIX(A)(5)(a) ....25
TERMINAL PAY	FOLLOWING FISCAL YEAR PAYMENT PROV.	XIX(A)(5)(a) ....25
TERMINAL PAY	METHOD OF PAYMENT SELECTION	XIX(A)(5)(a)(iii) 25
TERMINAL PAY	SICK LEAVE UNUSED	XIX(A).....25
TERM OF AGREEMENT	EFFECTIVE DATE	XXII.....28
TERM OF AGREEMENT	EXPIRATION DATE	XXII.....28
TRANSFER	DEFINITION	II(9).....3
TRANSFER	INVOLUNTARY	XIII(A)(3) .....21
TRANSFER	MAINTENANCE OF RACIAL BALANCE	XIII(A)(4) .....21
TRANSFER	VOLUNTARY	XIII(A)(1)&(2) ..20
TRAVEL	REIMBURSEMENT RATE	XVII(D) .....23
TYPEWRITERS	ASSOCIATION RIGHT TO USE	VI(C).....7
UNSAFE CONDITIONS	PERFORMANCE NOT REQUIRED	VIII(A)(4).....11
VACANCIES	DEFINITION	II(11).....3
VACANCIES	POSTING-July 15 TO SEPTEMBER 1	XIII(C)(4) .....22
VACANCIES	POSTING-GENERAL PROVISIONS	XIII(C)(1) .....22
VEHICLES	USE OF PERSONAL VEHICLE BY EMPLOYEE	VII(D) .....9
WORK YEAR	INSTRUCTIONAL	IX .....15
WORK YEAR	10 MONTH EMP. NO OF DAYS/TEACHERS	IX .....15
WORK YEAR	11 MONTH EMP. NO OF DAYS/GUIDANCE	IX .....15

WORK YEAR  
WORK YEAR  
WORK YEAR

11 MONTH EMP NO OF DAYS/TEACHERS  
12 MONTH EMP NO OF DAYS/TEACHERS  
WORK ASSIGN BYD NORMAL DAY/YR

IX .....15  
IX .....15  
VIII(A)(11)(a)...12

